

1
2
3 Kenneth W. Harper
4 Menke Jackson Beyer, LLP
5 807 North 39th Avenue
6 Yakima, WA 98902
7 509-575-0313
8 Attorneys for Defendant

9 UNITED STATES DISTRICT COURT
10 WESTERN DISTRICT OF WASHINGTON

11 Firs Home Owners Association,

12 Plaintiff,

13 v.
14

15 City of SeaTac, a Municipal Corporation,

16 Defendant.
17

NO. 2:19-cv-01130

DEFENDANT'S ANSWER AND
AFFIRMATIVE DEFENSES

18 Defendant City of SeaTac ("defendant") responds to plaintiff's
19 complaint as follows:

20
21 **I. Parties**

22 1.1. Answering paragraph 1.1 of the complaint, defendant is without
23 information or knowledge sufficient to form a belief as to the truth of the
24 allegations set forth therein, and therefore denies the same. Answering
25 footnote no. 1 to paragraph 1.1 of the complaint, defendant admits only to the
26 existence of legal authority, including *Havens Realty Corp. v. Coleman*, 455
27
28

29 DEFENDANT'S ANSWER AND
30 AFFIRMATIVE DEFENSES - 1

MENKE JACKSON BEYER, LLP
807 North 39th Avenue
Yakima, WA 98902
Telephone (509)575-0313
Fax (509)575-0351

1
2
3 U.S. 363 (1982), which speaks for itself, and denies each and every other
4 allegation of said footnote.
5

6 1.2. Answering paragraph 1.2 of the complaint, defendant admits the
7 same.
8

9 **II. Jurisdiction and Venue**

10 2.1. Answering paragraph 2.1 of the complaint, defendant avers that
11 the United States District Court for the Western District of Washington has
12 original jurisdiction over claims alleged by the plaintiff pursuant to 28 U.S.C. §
13 1331.
14

15 2.2. Answering paragraph 2.2 of the complaint, defendant avers that
16 the United States District Court for the Western District of Washington is an
17 appropriate venue because the defendant is located in and conducts its business
18 in King County, Washington.
19
20

21 **III. Statutory Compliance**

22 3.1. Answering paragraph 3.1 of the complaint, defendant admits the
23 same.
24

25 **IV. Facts**

26 4.1. Answering paragraph 4.1 of the complaint, defendant admits only
27 that Spanish is the primary language spoken by some adult heads of households
28

29 DEFENDANT'S ANSWER
30 AND AFFIRMATIVE DEFENSES - 2

MENKE JACKSON BEYER, LLP
807 North 39th Avenue
Yakima, WA 98902
Telephone (509)575-0313
Fax (509)575-0351

1
2
3 located within the Firs Mobile Home Park. Defendant is without information
4
5 or knowledge sufficient to form a belief as to the truth of the allegation that
6 Spanish is the primary language spoken by most or all adult heads of
7
8 households located within the Firs Mobile Home Park, and therefore denies the
9 same.

10 4.2. Answering paragraph 4.2 of the complaint, defendant is without
11 information or knowledge sufficient to form a belief as to the truth of the
12 allegations set forth therein, and therefore denies the same.

14 4.3. Answering paragraph 4.3 of the complaint, defendant admit only
15 that Fife Motel Inc. owns the Firs Mobile Home Park and delivered a letter
16 written in English to all 66 tenants of the Firs Mobile Home Park, which letter
17 speaks for itself, and denies each and every other allegation of said paragraph.

18
19
20 4.4. Answering the first sentence of paragraph 4.4 of the complaint,
21 defendant admits the same. Answering the second sentence of paragraph 4.4 of
22 the complaint, defendant is without information or knowledge sufficient to
23 form a belief whether it appeared to the plaintiff that it required Fife Motel Inc.
24 to provide "certified translations and interpreters through the housing
25 relocation process," and therefore denies the same.
26
27
28
29

1
2
3 4.5. Answering the first sentence of paragraph 4.5 of the complaint,
4
5 defendant admits only that the owner sent an English-language letter to
6 residents of the Firs Mobile Home Park dated on or about July 7, 2016, which
7 letter speaks for itself, and denies each and every other allegation of said
8 sentence. Answering the second sentence of paragraph 4.5 of the complaint,
9 defendant admits only to the existence of municipal ordinances, including
10 Section 15.465.600 of the SeaTac Municipal Code, which speaks for itself, and
11 denies each and every other allegation of said sentence. Answering the third
12 sentence of paragraph 4.5 of the complaint, defendant admits only that Steve
13 Pilcher attended July 11, 2016, meeting and denies each and every other
14 allegation of said sentence.
15

16
17 4.6. Answering the first sentence of paragraph 4.6 of the complaint,
18
19 defendant admits issuing a State Environmental Policy Act (SEPA) threshold
20 determination of non-significance on July 22, 2016, which speaks for itself,
21 and denies each and every other allegation of said sentence. Answering the
22 second sentence of paragraph 4.6 of the complaint, defendant denies the same.
23

24
25 4.7. Answering paragraph 4.7 of the complaint, defendant admits the
26 same.
27
28
29

1
2
3 4.8. Answering the first sentence of paragraph 4.8 of the complaint,
4
5 defendant denies the same. Answering the second sentence of paragraph 4.8 of
6 the complaint, defendant denies the same.

7
8 4.10. Answering paragraph 4.10 of the complaint, defendant admits the
9 same.

10 4.11. Answering the first sentence of paragraph 4.11 of the complaint,
11
12 defendant admits the same. Answering the second sentence of paragraph 4.11
13 of the complaint, defendant denies that it "failed" to provide the relocation
14 approval letter in Spanish, denies that it "failed" to provide residents with
15 information in Spanish about their appeal rights, and further denies that it had
16 any obligation or duty to do either.
17

18 4.12. Answering paragraph 4.12 of the complaint, defendant is without
19
20 information or knowledge sufficient to form a belief as to the truth of the
21 allegations set forth therein, and therefore denies the same.
22

23 4.13. Answering paragraph 4.13 of the complaint, defendant is without
24
25 information or knowledge sufficient to form a belief as to the truth of the
26 allegations set forth therein, and therefore denies the same.

27 4.14. Answering the first sentence of paragraph 4.14 of the complaint,
28
29 defendant admits only that individuals who purported to be residents of the First

1
2
3 Mobile Home Park spoke at the October 25, 2016, regular council meeting of
4 the City of SeaTac City Council on October 25, 2016, that their comments
5 speak for themselves, and denies each and every other allegation of said
6 sentence. Answering the second sentence of paragraph 4.14 of the complaint,
7 defendant denies that it "refused" to extend the appeal deadline, and is without
8 information or knowledge sufficient to form a belief as to whether "many" of
9 the families received or did not receive notice of the approval of the relocation
10 plan until on or about October 25, 2016, and therefore denies the same.
11
12

13
14 4.15. Answering the first sentence of paragraph 4.15 of the complaint,
15 defendant admits only that members of the SeaTac City Council spoke at the
16 October 25, 2016, regular council meeting and is without information or
17 knowledge sufficient to form a belief as to whether residents of the First
18 considered comments made by members of the SeaTac City Council to be
19 discriminatory, and therefore denies the same. Answering the second sentence
20 of paragraph 4.15 of the complaint, defendant admits only that it did not
21 provide certified Spanish-language interpreters at the October 25, 2016, regular
22 council meeting and denies that it had any obligation or duty to do so.
23
24
25
26

27 4.16. Answering paragraph 4.16 of the complaint, defendant admits
28 only the existence of email correspondence from Joseph Scorcio to Monica
29

30 DEFENDANT'S ANSWER
AND AFFIRMATIVE DEFENSES - 6

MENKE JACKSON BEYER, LLP
807 North 39th Avenue
Yakima, WA 98902
Telephone (509)575-0313
Fax (509)575-0351

1
2
3 Mendoza-Castrejon dated October 30, 2016, which speaks for itself, and denies
4
5 each and every other allegation of said paragraph.

6 4.17. Answering paragraph 4.17 of the complaint, defendant admits the
7
8 same.

9 4.18. Answering paragraph 4.18 of the complaint, defendant denies the
10
11 same.

12 4.19. Answering paragraph 4.19 of the complaint, defendant admits the
13
14 same.

15 4.20. Answering paragraph 4.20 of the complaint, defendant denies the
16
17 same.

18 4.21. Answering paragraph 4.21 of the complaint, defendant denies the
19
20 same.

21 4.22. Answering paragraph 4.22 of the complaint, defendant denies that
22
23 a special council meeting occurred on December 13, 2017. With the
24 understanding that the plaintiff intended to reference a special council meeting
25 on December 12, 2017, defendant answers as follows: Answering the first
26 sentence of paragraph 4.22 of the complaint, defendant admits only that then-
27 Mayor Siefkes spoke at the December 12, 2017, meeting of the SeaTac City
28 Council, and that his comments speak for themselves, and denies the plaintiff's

29
30 DEFENDANT'S ANSWER
AND AFFIRMATIVE DEFENSES - 7

MENKE JACKSON BEYER, LLP
807 North 39th Avenue
Yakima, WA 98902
Telephone (509)575-0313
Fax (509)575-0351

1
2
3 characterization of said comments. Answering the second sentence of said
4
5 paragraph, defendant denies the same.

6 4.23. Answering paragraph 4.23 of the complaint, defendant admits
7
8 only to the existence of an oral ruling by King County Superior Court Judge
9 LeRoy McCullough on June 7, 2018, which speaks for itself.

10 4.24. Answering paragraph 4.24 of the complaint, the term "pre-
11
12 litigation tort claim" is not defined. With the understanding that the plaintiff
13 intended to reference a "standard tort claim form" as referenced in paragraph
14 3.1 of the complaint, defendant admits that the plaintiff filed said form with
15 defendant City of SeaTac on February 13, 2019, which form speaks for itself as
16 to content, and denies each and every other allegation of said paragraph.

18 **V. Causes of Action**

19
20 5.1. Defendant reasserts and incorporates by reference the foregoing
21 paragraphs.

22 5.2. Answering paragraph 5.2 of the complaint, defendant denies the
23
24 same.

25 5.3. Answering paragraph 5.3 of the complaint, said paragraph
26
27 contains general statements of law to which no response is required. To the
28 extent a response is required, Washington law, including Ch. 49.60 RCW,

1
2
3 speaks for itself. To the extent said paragraph contains allegations directed at
4 defendant, defendant denies the same, and more specifically denies that it has
5 acted in any manner inconsistent with applicable law, including Ch. 49.60
6 RCW.
7
8

9 5.4. Answering paragraph 5.4 of the complaint, said paragraph
10 contains general statements of law to which no response is required. To the
11 extent a response is required, Washington law, including Ch. 2.43 RCW,
12 speaks for itself. To the extent said paragraph contains allegations directed at
13 defendant, defendant denies the same, and more specifically denies that it has
14 acted in any manner inconsistent with applicable law, including Ch. 2.43
15 RCW.
16
17

18 5.5. Answering sentences 1-4 of paragraph 5.5 of the complaint, said
19 paragraph contains general descriptions of law to which no response is
20 required. To the extent a response is required, the SeaTac Municipal Code,
21 including Section 15.465.600, speaks for itself. Defendant denies that RCW
22 15.465.600(H) outlines a "mobile home park relocation planning process," as
23 alleged in paragraph 5.5 of the complaint. Answering the fifth sentence of
24 paragraph 5.5 of the complaint, defendant admits only to oral statements made
25 by the trial court, which speak for themselves, and denies that the King County
26
27
28
29

30 DEFENDANT'S ANSWER
AND AFFIRMATIVE DEFENSES - 9

MENKE JACKSON BEYER, LLP
807 North 39th Avenue
Yakima, WA 98902
Telephone (509)575-0313
Fax (509)575-0351

1
2
3 Superior Court issued a written order relating to the manner in which notices
4 were to be provided.
5

6 5.6. Answering the first sentence of paragraph 5.6 of the complaint,
7 defendant is without information or knowledge sufficient to form a belief as to
8 the truth of the allegations set forth therein, and therefore denies the same.
9

10 Answering the second sentence of paragraph 5.6 of the complaint, defendant
11 denies the same.
12

13 5.7. Answering paragraph 5.7 of the complaint, defendant admits only
14 that it must comply with federal law, denies plaintiff's characterization of
15 federal law, and further denies that it failed to comply with federal law in any
16 manner relating to the plaintiff's allegations in this lawsuit. Answering
17 footnote no. 2 of paragraph 5.7 of the complaint, defendant admits only that the
18 Consortium website speaks for itself and denies each and every other allegation
19 of said footnote.
20
21

22 5.8. Answering the first sentence of paragraph 5.8 of the complaint,
23 said sentence contains general statements of law to which no response is
24 required. To the extent a response is required, Title IV of the Civil Rights Act
25 of 1964, 42 U.S.C. § 2000d et seq., speaks for itself. To the extent said
26
27
28

1
2
3 sentence is directed at defendant, defendant denies the same. Answering the
4
5 second sentence of paragraph 5.8 of the complaint, defendant denies the same.

6 5.9. Answering paragraph 5.9 of the complaint, defendant denies the
7
8 same.

9 5.10. Answering paragraph 5.10 of the complaint, defendant denies the
10
11 same.

12 5.11. Answering the first sentence of paragraph 5.11 of the complaint,
13
14 defendant admits that it paid to re-translate the Relocation Plan. Answering
15
16 each and every other allegation of said paragraph, defendant denies the same.

17 5.12. Answering paragraph 5.12 of the complaint, said paragraph
18
19 contains general statements of law to which no response from defendant is
20
21 required. To the extent a response is required, Washington law, including Ch.
22
23 49.60 RCW, speaks for itself. Defendant further denies that it has interfered
24
25 with the plaintiff's right to obtain or enjoy a dwelling without discrimination.

26 5.13. Answering the first sentence of paragraph 5.13 of the complaint,
27
28 defendant denies the same. Answering the second, third and fourth sentence of
29
30 said paragraph, said sentences contain general statements of law to which no
response is required. To the extent a response is required, the federal Fair
Housing Act speaks for itself as to purpose and content. To the extent any

1
2
3 statements in the second, third and fourth sentences of paragraph 5.13 of the
4 complaint are directed at the defendant, defendant denies that it has acted in
5 any manner inconsistent with the federal Fair Housing Act.
6

7 5.14. Answering paragraph 5.14 of the complaint, said paragraph
8 contains general statements of law to which no response from defendant is
9 required. To the extent a response is required, federal law, including 42 U.S.C.
10 § 3608(d), speaks for itself. Defendant further denies that it has acted in any
11 manner inconsistent with the federal Fair Housing Act.
12

13 5.15. Answering paragraph 5.15 of the complaint, said paragraph
14 contains general statements of law to which no response from defendant is
15 required. To the extent a response is required, federal law and regulation,
16 including 24 C.F.R. § 100.500, speaks for itself. Defendant further denies that
17 it has acted in any manner inconsistent with the federal Fair Housing Act or
18 regulations promulgated thereunder.
19

20 5.16. Answering paragraph 5.16 of the complaint, defendant admits
21 only that defendant is among King County's most diverse cities. In answer to
22 demographic data referenced in paragraph 5.16 of the complaint, defendant is
23 without information or knowledge sufficient to form a belief as to the accuracy
24 of said data, and therefore denies the same.
25
26
27
28

1
2
3 5.17. Answering the first and second sentences of paragraph 5.17 of the
4 complaint, defendant admits to adopting Comprehensive Land Use Plans in
5 2015 and 2017, which speak for themselves. Answering the third sentence of
6 paragraph 5.17 of the complaint, defendant denies the same.
7
8

9 **VI. Relief**

10 6.1. Answering paragraph 6.1 of the complaint, defendant denies the
11 same.
12

13 **VII. Plaintiff's Request for Damages**

14 7.1. Answering paragraph 7.1 of the complaint, including all subparts
15 thereto, defendant denies the same, and further denies that plaintiff is entitled
16 to any of the relief sought therein.
17

18 7.2. Except to the extent specifically admitted above, defendant denies
19 all remaining allegations of the complaint.
20

21 **VIII. Affirmative Defenses**

22 By way of further answer and its first affirmative defenses, defendant
23 City of SeaTac alleges as follows:
24

25 1. Plaintiff has failed to state a claim upon which relief can be
26 granted.
27
28
29

1
2
3 2. Plaintiff's claims are barred in whole or in part by justification,
4
5 privilege, and or legislative immunity and/or other forms of immunity in favor
6 of defendant's actions in furtherance of its rights and obligations under the law,
7 and plaintiff's claims are contrary to public policy.
8

9 3. Some or all of plaintiff's claims are barred by res judicata or
10 collateral estoppel (claim and/or issue preclusion).
11

12 4. Plaintiff lacks standing.

13 5. Some or all of plaintiff's claims are barred under the doctrines of
14 laches, waiver, or unclean hands.
15

16 6. Plaintiff's claims are barred by applicable statutory definitions in
17 the laws upon which plaintiff's claims are based because the complained-of
18 allegations are not within the scope of said statutes.
19

20 7. Plaintiff's claims are barred under *McDonnell Douglas Corp. v.*
21 *Green*, 411 U.S. 792 (1973), and its progeny because defendant possesses
22 legitimate non-discriminatory grounds for all actions challenged by plaintiff
23 herein.
24

25 8. Plaintiff's claims are barred because they arise out of improper
26 claim splitting, circuitry of action, and the prior pending action styled *Medina et*
27
28

1
2
3 *al. v. City of SeaTac et al.*, King County Superior Court case number 17-2-
4
5 07094-7 KNT.

6
7
8 **IX. Prayer for Relief**

9 WHEREFORE, defendant having fully answered plaintiff's complaint
10 and having asserted its affirmative defenses, prays as follows:

- 11 1. For dismissal of plaintiff's complaint with prejudice;
12 2. For an award of all reasonable costs and reasonable attorneys' fees
13 incurred herein as may be recovered by applicable law;
14 3. For such other and further relief as the Court deems just and
15 equitable.
16

17 DATED THIS 23rd day of July, 2019.

18 s/ KENNETH W. HARPER
19 WSBA #25578
20 Menke Jackson Beyer, LLP
21 *Attorneys for Defendant*
22 807 North 39th Avenue
23 Yakima, Washington 98902
24 Telephone: (509) 575-0313
25 Fax: (509) 575-0351
26 Email: kharper@mjbe.com

1
2
3 CERTIFICATE OF SERVICE
4

5 I hereby certify that on July 23, 2019, I filed the foregoing with the
6
7 Clerk of the Court using the CM/ECF System, which will send notification of
8 such filing to the following:
9

10 V. Omar Barraza omar@barrazalaw.com
11 Christina L. Henry chenry@hdm-legal.com
12 Ms. Mary E. Mirante Bartolo mmbartolo@seatacwa.gov
13 Mr. Mark S. Johnsen mjohnsen@seatacwa.gov

14 and I hereby certify that I have mailed by United States Postal Service the
15 document to the following non-CM/ECF participants:
16

17 None.

18 s/ KENNETH W. HARPER
19 WSBA #25578
20 Menke Jackson Beyer, LLP
21 *Attorneys for Defendant*
22 807 North 39th Avenue
23 Yakima, Washington 98902
24 Telephone: (509) 575-0313
25 Fax: (509) 575-0351
26 Email: kharper@mjbe.com
27
28
29